

FILE IN DOCKET

**Rio Grande**

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

DENVER, COLORADO 80217

W J HOLTMAN  
VICE PRESIDENT—EXECUTIVE DEPARTMENT

October 20, 1969

RECORDATION NO. 1175-13 Filed & Recorded

OCT 22 1969 - 10 52 AM

RECEIVED  
OCT 22 10 35 AM '69  
I.C.C.  
FEE OPERATION BR.

Interstate Commerce Commission  
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Re: Supplemental Lease and Agree-  
ment to Denver and Rio Grande  
Western Railroad Equipment  
Trust, Series V, Finance  
Docket No. 19698

No. 58378  
Date OCT 22 1969  
Fee 10.00

Pursuant to the provisions of Section 20c of the  
ICC Washington, D.C. Interstate Commerce Act and the Rules and Regulations of  
the Commission relating thereto, The Denver and Rio Grande  
Western Railroad Company transmits to the Commission for  
filing and recording an original and two counterparts of  
Supplemental Lease and Agreement dated as of October 1, 1969,  
to Lease and Agreement constituting Denver and Rio Grande  
Western Railroad Equipment Trust, Series V, dated as of  
May 1, 1957, which Lease and Agreement were recorded with  
the Interstate Commerce Commission on April 22, 1957, and  
assigned recordation number 1175.

The names and addresses of the parties to the  
transaction are as follows:

Lease:

Lessee: The Denver and Rio Grande Western  
Railroad Company, a Delaware corporation,  
Rio Grande Building  
Denver, Colorado 80217

Lessor: United States Trust Company of New York  
45 Wall Street  
New York City, New York 10005

Agreement:

Trustee: United States Trust Company of New York

Lessee      The Denver and Rio Grande Western  
            and      Railroad Company, a Delaware

Guarantor: corporation

The equipment covered by the original Lease included five 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141; 17152 and 17170; three 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577 and 63640; and two 70-ton covered hopper cars bearing Railroad Company's road numbers 18282 and 18313. Said cars were destroyed, and the sole purpose of the amendments herewith is to substitute three new 100-ton 86'6" Hi-cube box cars, bearing Railroad Company's road numbers 63968, 63969 and 63970, for and to replace said destroyed triple hopper cars numbered 17028, 17067, 17141, 17152 and 17170, box cars numbered 63510, 63577 and 63640, and covered hopper cars numbered 18282 and 18313, under the afore-said Lease and Agreement dated May 1, 1957, constituting Denver and Rio Grande Western Railroad Company Equipment Trust, Series U.

Voucher to cover this recordation fee and the other filings being made concurrently herewith is enclosed with the letter concerning Equipment Trust, Series T.

After recordation, kindly return the original of the Supplemental Lease and Agreement, showing the assigned recordation number, date and time of recording to Ernest Porter, Vice President and General Counsel, The Denver and Rio Grande Western Railroad Company, P. O. Box 5482, Denver, Colorado 80217.

Respectfully,



Executive Vice President  
and General Manager  
The Denver and Rio Grande  
Western Railroad Company

ed

# Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

October 22, 1969

Mr. Ernest Porter, V.P. & Gen. Cnsl.  
The Denver and Rio Grande Western RR. Co.  
P. O. Box 5482  
Denver, Colorado 80217

Dear Sir:

The enclosed document was recorded pursuant to the  
provisions of Section 20c of the Interstate Commerce Act,  
49 U.S.C. 20c, on October 22, 1969 at 10:55 A.M. ,  
and assigned recordation number 1175-B .

Sincerely yours,

  
H. Neil Garson  
Secretary

Encl.

SED Form 30  
(1966)

RECORDATION NO. 1175-B Filed & Recorded

OCT 22 1969 - 10 35 AM

COUNTERPART NO. 4

INTERSTATE COMMERCE COMMISSION

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DENVER AND RIO GRANDE WESTERN RAILROAD  
EQUIPMENT TRUST

Series V

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SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

Dated as of October 1, 1969

United States Trust Company of New York  
To  
The Denver and Rio Grande Western  
Railroad Company

RECEIVED  
OCT 22 10 35 AM '69  
I.C.C.  
FEE OPERATION BR.

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SUPPLEMENTAL AGREEMENT

Dated as of October 1, 1969

Between

United States Trust Company of New York  
and  
The Denver and Rio Grande Western  
Railroad Company

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SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of the 1st day of October, 1969, between UNITED STATES TRUST COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, Trustee, (hereinafter called the "Trustee") party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), party of the second part, WITNESSETH:

WHEREAS, by a certain Agreement, dated as of the 1st day of May, 1957, (hereinafter called the "Agreement") between Charles J. Paine and Elmer Witting, Vendors, United States Trust Company of New York, as Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 1175, April 22, 1957), there was constituted "Denver and Rio Grande Western Railroad Equipment Trust, Series V", under which certain railroad equipment therein described, including five (5) 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141, 17152 and 17170; three (3) 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577 and 63640; and two (2) 70-ton covered hopper cars, bearing Railroad Company's road numbers 18282 and 18313, were transferred to the Trustee and title to said railroad equipment vested in the Trustee; and

WHEREAS, by a certain Lease of Railroad Equipment (hereinafter called the "Lease"), dated as of the 1st day of May, 1957, to which Lease reference is hereby made, the said Trustee, acting in pursuance of the aforesaid Agreement, leased to the Railroad Company certain railroad equipment in said Agreement and said Lease particularly described, including five (5) 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141, 17152 and 17170; three (3) 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577, and 63640; and two (2) 70-ton covered hopper cars, bearing Railroad Company's road numbers 18282 and 18313; and

WHEREAS, said five (5) 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141, 17152 and 17170; three (3) 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577 and 63640; and two (2) 70-ton covered hopper cars, bearing Railroad Company's road numbers 18282 and 18313, have been destroyed; and

WHEREAS, it is provided by Section Fifth (a) of the Lease that the Railroad Company will replace, at its own cost, any of the Trust Equipment that may be destroyed by new standard gauge railroad rolling stock of equal value and the Railroad has contracted at its own cost to purchase and will cause to be delivered to the Trustee as in said section provided, three (3) new 100-ton, 86'6" Hi-Cube Box Cars, Railroad Company's road numbers 63968, 63969 and 63970, (hereinafter referred to as "Substituted Equipment") in substitution for and to replace said five (5) 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141, 17152 and 17170; three (3) 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577, and 63640; and two (2) 70-ton covered hopper cars, bearing Railroad Company's road numbers 18282 and 18313, destroyed as aforesaid.

NOW, THIS AGREEMENT WITNESSETH:

That, acting in pursuance of a Supplemental Agreement dated as of the 1st day of October, 1969, between the Trustee and the Railroad Company (hereinafter called the "Supplemental Agreement") a counterpart original whereof is annexed to and made a part hereof, the parties hereto agree that the following railroad equipment, to-wit:

Five (5) 70-ton triple hopper cars, bearing Railroad Company's road numbers 17028, 17067, 17141, 17152 and 17170; three (3) 50-ton box cars, bearing Railroad Company's road numbers 63510, 63577, and 63640; and two (2) 70-ton covered hopper cars, bearing Railroad Company's road numbers 18282 and 18313, of the cost-less-depreciated value of \$64,081.03,

shall be and is hereby excluded from the description of the Trust Equipment in the Lease and that the term "Trust Equipment" as used in the Lease and in this Supplemental Lease shall not include said excluded railroad equipment;

That the Trustee, acting in pursuance of the Agreement, for and in consideration of the sum of One Dollar to it paid by the Railroad Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants to be paid, kept and performed by the Railroad Company, has let and leased and does hereby let and lease to the Railroad Company the following Sub-

stituted Equipment, consisting of standard gauge railroad rolling stock of The Denver and Rio Grande Western Railroad Equipment Trust, Series V, to-wit:

Three (3) new 100-ton, 86'6", Hi-Cube Box Cars, bearing Railroad Company's road numbers 63968, 63969 and 63970.

As and when the said Substituted Equipment shall be transferred and delivered to the Trustee under the Supplemental Agreement, and marked in accordance with the provisions of Section Fourth of the Lease, the same shall be delivered to the Railroad Company, and shall, upon such delivery to the Railroad Company, ipso facto, and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of the Lease and this Supplemental Lease, and be deemed a portion of the railroad equipment leased by the Trustee to the Railroad Company in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Railroad Company, in consideration of the premise, by these presents covenants and agrees with the Trustee as follows:

1. The Railroad Company hereby accepts (subject to the conditions mentioned in the Agreement and Supplemental Agreement) this Supplemental Lease of Railroad Equipment, and hereby covenants and agrees to accept delivery and possession hereunder and under the Lease, of the Substituted Equipment as hereinbefore provided.
2. The Railroad Company agrees that the term "Trust Equipment", wherever used herein and in the Lease, unless otherwise indicated or required by the context, shall include the Trust Equipment leased to the Railroad Company by this Supplemental Lease; that the word "Agreement", wherever used herein and in the Lease unless otherwise indicated or required by the context, shall include the Supplemental Agreement; and that the word "Lease" wherever used in the Lease, unless otherwise indicated or required by the context, shall include this Supplemental Lease.
3. Subject to the provisions of this Supplemental Lease, all the covenants, agreements, terms and stipulations contained in the Lease dated the 1st day of May, 1957, shall

remain in full force and effect and binding upon the Railroad Company.

4. This Supplemental Lease shall be simultaneously executed in the same number of counterparts as the original Lease, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be executed as of the day and year first above written.

Signed, sealed, acknowledged  
and delivered in the presence  
of:

Irene G. Socca  
Joseph Rogers

UNITED STATES TRUST COMPANY  
OF NEW YORK

By [Signature]  
~~Assistant~~ Vice President

Attest:

[Signature]  
Assistant Secretary

Signed, sealed, acknowledged  
and delivered in the presence  
of:

[Signature]  
FA Peterson

THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY

By W J Holliman  
Executive Vice President  
and General Manager

Attest:

[Signature]  
Secretary



STATE OF NEW YORK,     )  
                                   ) ss.  
BOROUGH OF MANHATTAN)

I, George Boswell, Jr., a Notary Public in and for the State and Borough aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said Borough, do hereby certify that on this 6<sup>TH</sup> day of October, 1969, personally appeared before me within said Borough, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Elmer Witting and Malcolm J. Hood, each to me personally known and known to me to be respectively the ~~██████████~~ Vice President and the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such ~~██████████~~ Vice President and Assistant Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Elmer Witting and Malcolm J. Hood, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge, in the presence of said witnesses, that the said Elmer Witting resides in the City of Elizabeth, State of New Jersey, and that the said Malcolm J. Hood resides in the City of WESTFIELD, State of NEW JERSEY; that the said Elmer Witting is the Assistant Vice President and said Malcolm J. Hood is the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said ~~██████████~~ Vice President and Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as ~~██████████~~ Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were author-

ized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said Borough of Manhattan, and State of New York, this the day and year in this my certificate first above written.

My commission expires March 30, 1970.

George Boswell, Jr.  
Notary Public

GEORGE BOSWELL, JR.  
Notary Public, State of New York  
No 41 5394260  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1970

(SEAL)


STATE OF COLORADO,       )  
                                  ) ss.  
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED and I do hereby certify that on this 1st day of October, 1969, before me a Notary Public duly commissioned, qualified and acting for said State, City and County, personally came and appeared before me in the City and County of Denver, W. J. Holtman and W. G. Prescott as Executive Vice President and General Manager and Secretary of The Denver and Rio Grande Western Railroad Company, to me personally known and known to me to be such officers respectively and the individuals described and named in and the identical persons who subscribed their names to and whose names are subscribed to and who executed the within and foregoing instrument of writing as such officers respectively in my presence; and the said W. J. Holtman and W. G. Prescott, and each of them, duly acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of The Denver and Rio Grande Western Railroad Company and that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said W. J. Holtman is Executive Vice President and General Manager of said corporation and the said W. G. Prescott is the Secretary thereof; that by authority of said corporation they respectively subscribed their names thereto as Executive Vice President and General Manager and Secretary and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of October, 1969.

My commission expires June 25, 1973.

(SEAL)

  
\_\_\_\_\_  
Notary Public

SUPPLEMENTAL AGREEMENT, dated as of the 1st day of October, 1969, by and between UNITED STATES TRUST COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, (hereinafter called the "Trustee"), of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), of the second part, WITNESSETH:

WHEREAS, pursuant to an agreement dated as of the 1st day of May, 1957, (hereinafter called the "Agreement"), by and between Charles J. Paine and Elmer Witting, Vendors, United States Trust Company of New York, Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 1175, April 22, 1957), the Vendors acquired the railroad equipment (therein called the "Trust Equipment") specifically described in the Lease of Railroad Equipment from the Trustee to the Railroad Company dated as of the 1st day of May, 1957 (hereinafter called the "Lease"), prefixed to the Agreement, the Agreement and Lease constituting Denver and Rio Grande Western Railroad Equipment Trust, Series V, and the Vendors have sold, assigned, transferred and set over unto the Trustee all of the said Trust Equipment pursuant to the terms and conditions of the Agreement; and the Trustee has leased all of said Trust Equipment to the Railroad Company by the Lease hereinbefore referred to; and

WHEREAS, certain units of railroad equipment specifically described in the Supplemental Lease, constituting a part of the Trust Equipment described in the Lease, have been destroyed and in substitution therefor and in place thereof the Trustee has leased to the Railroad Company, subject to the terms and conditions of the Lease and the Supplemental Lease, the Substituted Equipment specifically described in the Supplemental Lease; and

WHEREAS, the parties hereto desire to make provision for the transfer of the Substituted Equipment to the Trustee under the Agreement:

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Railroad Company hereby agrees to sell, assign, transfer and set over unto the Trustee, as Trustee for the bearers and registered holders of the Trust Certificates described in the Agreement, the Substituted Equipment described in and leased to the Railroad Company by the Supplemental Lease, prefixed hereto, when the Substituted Equipment is constructed and completed. The Railroad Company will deliver, or cause to be delivered, the Substituted Equipment when constructed and completed to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Railroad Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Railroad Company, simultaneously with the execution of this Supplemental Agreement, have executed and delivered the Supplemental Lease.

2. The term "Trust Equipment", wherever used herein and in the agreement, unless otherwise indicated or required by the context, shall include the Substituted Equipment leased to the Railroad Company by the Supplemental Lease; the word "Lease" wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Supplemental Lease; and the word "Agreement", wherever used in the Agreement, shall include this Supplemental Agreement.

3. The Trustee and the Railroad Company covenant and agree faithfully to keep and perform, in respect of the Trust Equipment which the Railroad Company has herein agreed to sell, assign, transfer and set over unto the Trustee as Trustee for the bearers and registered holders of the Trust Certificates, and of all other matters covered by this Supplemental Agreement, all the agreements and to do all the things which by the terms of the Agreement are by the Trustee and the Railroad Company, respectively, to be kept, done and performed, in all respects as though the provisions hereof had been originally included in the Agreement.

4. Subject to the provisions of this Supplemental Agreement, all the covenants, agreements, terms and stipulations contained in the Agreement shall remain in full force and effect and binding upon the respective parties.

5. This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed

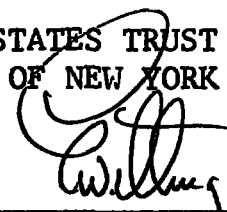
to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad Company have caused their names to be signed hereto by duly authorized officers, and sealed with their corporate seals duly attested, as of the day and year above written.

Signed, sealed and delivered  
in the presence of:

Gene R. Socca  
Joseph Poggio

UNITED STATES TRUST COMPANY  
OF NEW YORK

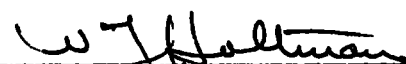
By   
Vice President

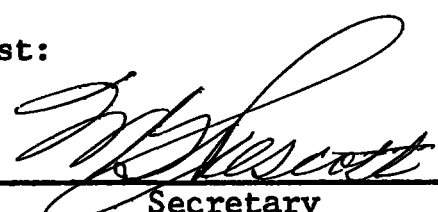
Attest:   
Assistant Secretary

Signed, sealed and delivered  
in the presence of:

E. L. Martin  
J. A. Peterson

THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY

By   
Executive Vice President  
and General Manager

Attest:   
Secretary

STATE OF NEW YORK,     )  
                                  ) ss.  
BOROUGH OF MANHATTAN)

I, George Boswell, Jr., a Notary Public in and for the State and Borough aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said Borough, do hereby certify that on this \_\_\_\_\_ day of October, 1969, personally appeared before me within said Borough, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Elmer Witting and Malcolm J. Hood, each to me personally known and known to me to be respectively the ~~Assistant~~ Vice President and the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such ~~Assistant~~ Vice President and Assistant Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Elmer Witting and Malcolm J. Hood, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge, in the presence of said witnesses, that the said Elmer Witting resides in the City of Elizabeth, State of New Jersey, and that the said Malcolm J. Hood resides in the City of Westfield, State of NEW JERSEY; that the said Elmer Witting is the ~~Assistant~~ Vice President and said Malcolm J. Hood is the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said ~~Assistant~~ Vice President and Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as ~~Assistant~~ Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were author-

ized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said Borough of Manhattan, and State of New York, this the day and year in this my certificate first above written.

My commission expires March 30, 1970.

George Boswell, Jr.  
Notary Public

GEORGE BOSWELL, JR.  
Notary Public, State of New York  
No. 41 5394260  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1970

(SEAL)



STATE OF COLORADO,     )  
                                  ) ss.  
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED and I do hereby certify that on this 1st day of October, 1969, before me a Notary Public duly commissioned, qualified and acting for said State, City and County, personally came and appeared before me in the City and County of Denver, W. J. Holtman and W. G. Prescott as Executive Vice President and General Manager and Secretary of The Denver and Rio Grande Western Railroad Company, to me personally known and known to me to be such officers respectively and the individuals described and named in and the identical persons who subscribed their names to and whose names are subscribed to and who executed the within and foregoing instrument of writing as such officers respectively in my presence; and the said W. J. Holtman and W. G. Prescott, and each of them, duly acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of The Denver and Rio Grande Western Railroad Company and that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said W. J. Holtman is the Executive Vice President and General Manager of said corporation and the said W. G. Prescott is the Secretary thereof; that by authority of said corporation they respectively subscribed their names thereto as Executive Vice President and General Manager and Secretary and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of October, 1969.

My commission expires June 25, 1973.

  
Notary Public

(SEAL)